

AG Contract No. KR97 2662TRN
ADOT ECS File: JPA 97-188
Project: 95 YU 000/H4416 01C
Section: SR-95 @ County 19th Street

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 21 April, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-401 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
County.

3. The State and the County desire to participate in the
design, construction and maintenance of a warranted traffic
signal on State Route 95 at the intersection of County 19th
Street, at an estimated cost of \$120,000.00, all at State
expense, hereinafter referred to as the Project, for the safety
and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 22323
Filed with the Secretary of State
Date Filed: 04/21/98

Petey Bayless
Secretary of State

By: Nicky H. Hensel

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the Project, and for any contractor claims for extra compensation.

c. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The County will:

Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, or until 30 June 2000, whichever is later; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement relating to this agreement to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yuma County
Director, Development Services
2703 S. Avenue B
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY

STATE OF ARIZONA

Department of Transportation

By Casey Prochaska
KATHRYN "CASEY" PROCHASKA, Chairman
Board of Supervisors

By William D. Wright
EDWARD D. WRIGHT
Deputy State Engineer


ATTEST

By Wally Hill
WALLY HILL
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 22nd day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for designing, constructing and maintaining traffic signals at SR-95 at County 19th Street and County 23rd Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


DAVID AVLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 2 day of February, 1997.

Wm. Michael Smith
Dep. County Attorney

Yuma County
Yuma, Arizona

OFFICE OF
THE BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364



BOB McCLENDON, DISTRICT 1

LUCY SHIPP, DISTRICT 2

KATHRYN "CASEY" PROCHASKA, DISTRICT 3

CLYDE CUMING, DISTRICT 4

JIM BUSTER, DISTRICT 5

WALLY HILL, COUNTY ADMINISTRATOR

STATE OF ARIZONA)

SS.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisor's meeting held February 17, 1998.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to enter into an Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing for the U.S. Highway 95 & County 19th Street Traffic Signal Project.

In Witness Whereof I hereunto set my hand and
Affixed the Official Seal of the Board of
Supervisors. Done at Yuma, the County Seat
this 17th day of February 1998,

A handwritten signature in cursive script, appearing to read "Wally Hill", is written over a horizontal line.

Wally Hill
Clerk of the Board of Supervisors

RAFW:
g:\office\corresp\patterson\Jan2598

(520) 329-2104

Fax: (520) 329-2001

TTD: (520) 329-2104

*Yuma County Government is dedicated to providing customer-focused
services to enhance the health, safety, well-being and future of our entire community.*



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2662TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE April 14, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11735

Enc.